

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Powerstrike AG		05/11/2011	CORPORATION: PANAMA

RECEIVING PARTY DATA

Name:	Dandy International AB
Street Address:	Box 55694
City:	102 15 Stockholm
State/Country:	SWEDEN
Entity Type:	Aktiebolag: SWEDEN

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77364417	DANDY
Serial Number:	85137602	DANDYWORLD
Serial Number:	85137604	DANDYWORLD
Serial Number:	85137605	DANDYWORLD
Serial Number:	85160547	DANDYWORLD
Serial Number:	85186993	DANDY
Serial Number:	85186995	DANDY
Serial Number:	85189049	DANDY

CORRESPONDENCE DATA

Fax Number: (212)813-5901

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-813-5900

Email: anicolescu@fzlz.com

Correspondent Name: J. ALLISON STRICKLAND

Address Line 1: FROSS ZELNICK LEHRMAN & ZISSU, P.C.

Address Line 2: 866 UNITED NATIONS PLAZA

900193528

TRADEMARK
REEL: 004554 FRAME: 0241

CH \$215.00 77364417

Address Line 4: NEW YORK, NEW YORK 10017	
ATTORNEY DOCKET NUMBER:	DDYI 1105022
DOMESTIC REPRESENTATIVE Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	J. Allison Strickland
Signature:	/anca nicolescu/
Date:	06/03/2011
Total Attachments: 4 source=Executed assignment to Dandy International (8 marks) (F0806207)#page1.tif source=Executed assignment to Dandy International (8 marks) (F0806207)#page2.tif source=Executed assignment to Dandy International (8 marks) (F0806207)#page3.tif source=Executed assignment to Dandy International (8 marks) (F0806207)#page4.tif	

TRADEMARK TRANSFER AGREEMENT

This agreement (the "Agreement") is entered into on this day of 11th May 2011 between Powerstrike AG, Panama, a company incorporated under the laws of Panama (the "Transferor"), and Dandy International AB, Box 55694, 102 15 Stockholm, Sweden, a company incorporated under the laws of Sweden (the "Transferee").

WHEREAS

1. Transferor is the owner of the trademark applications and registrations listed in Schedule 1, and the related goodwill (hereinafter referred to as the "Trademark Rights").
2. Transferee is desirous to acquire the Trademark Rights, and Transferor is desirous to transfer the Trademark Rights to Transferee.

In consideration of the foregoing the parties agree as follows.

1. TRANSFER

- 1.1 Transferor irrevocably assigns, grants and transfers to Transferee, all right, title and interest in and to the Trademark Rights.

2. EXECUTION AND DELIVERY

- 2.1 Upon Transferee's request, Transferor agrees that it will take such actions and execute such documents as may be necessary to vest in and secure Transferee the full right, title and interest in and to the Trademark Rights and to protect and enforce the Trademark Rights, including but not limited to the signing of all documents necessary to register Transferee as the owner of the Trademark Rights.

3. CONSIDERATION

- 3.1 As consideration for the Trademark Rights, Transferee shall no later than on 11th May pay to Transferor SEK 930,010.00 in accordance with Transferor's instructions.

4. REPRESENTATIONS AND WARRANTIES

- 4.1 Transferor represents and warrants that Transferor has the full right to transfer the entire right, title and interest herein assigned, and that Transferor will not take any action, use any trademark, or execute any instrument or grant or transfer any rights, title or interest inconsistent with the rights, title and interests assigned herein.
- 4.2 The Transferor represents and warrants that the Trademark Rights do not violate any laws or legitimate interest of a third party.
- 4.3 The Transferor represents and warrants that the Trademark Rights are free of any encumbrances.

5. INDEMNIFICATION

- 5.1 The Transferor undertakes to compensate Transferee for any costs incurred by the Transferee, including but not limited to legal fees and liabilities, due to a third party claim that the Transferor does not have the right to transfer the Trademark Rights, or claim for compensation on the

ground that the Trademark Rights infringes on its rights. Transferor shall, upon Transferee's request, take over a dispute due to such claim and pursue legal proceedings on behalf of Transferee at Transferor's own expense.

6. APPLICABLE LAW AND DISPUTE RESOLUTION

- 6.1 This agreement shall be governed by Swedish law. Any dispute, controversy or claim arising out of or in connection with this Agreement shall be finally settled by the District Court of Stockholm.

7. MISCELLANEOUS

- 7.2 In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- 7.3 No consent or waiver, express or implied, by either party of any breach or default of the other party in performing its obligations under this Agreement shall be deemed or construed to be a consent or waiver of any other breach or default by the other party of the same or any other obligation hereunder. Any failure by one party to complain of any act or failure to act of the other party or to declare that other party in default shall not constitute a waiver by the first party of its rights under this Agreement. No waiver of any rights under this Agreement shall be effective unless in writing and signed by the party purporting to give the same.
- 7.4 This Agreement shall become effective as upon execution of both parties.
- 7.5 This Agreement shall constitute the entire agreement reached between the parties with regard to the transfer of the Trademark Rights, and supersede any and all previous understandings or arrangements between the parties.


This Agreement has been executed in two originals, of which the parties have taken one each.


Powerstrike AG

Dandy International AB

Date: 11.12.2011

Date: March 1, 2011


Ivo Bechtiger


Andreas Carlsson

SCHEDULE 1

Trademark	Country	App. No.	Reg. No.	App. Date	Reg. Date	Class
DANDY	Canada	1378284	N/A	1/8/2008	N/A	6
DANDY	Canada	1378358	N/A	1/8/2008	N/A	9
DANDY	Canada	1378367	N/A	1/8/2008	N/A	16
DANDY	Canada	1378369	N/A	1/8/2008	N/A	41
DANDYWORLD	Canada	1419343	N/A	11/24/2008	N/A	9
DANDYWORLD	Canada	1419544	N/A	11/25/2008	N/A	25
DANDY	EU	5582432	5582432	12/14/2006	2/11/2010	9, 16, 41
DANDY	EU	9160961	N/A	6/8/2010	N/A	3, 14, 25
BEING DANDY	USA	77/307,159	N/A	10/18/2007	N/A	6
BEING DANDY	USA	77/307,161	N/A	10/18/2007	N/A	9
BEING DANDY	USA	77/307,163	N/A	10/18/2007	N/A	16
BEING DANDY	USA	77/307,165	N/A	10/18/2007	N/A	41
DANDY	USA	77/364,417	N/A	1/4/2008	N/A	25
DANDYWORLD	USA	85/137,602	N/A	9/24/2010	N/A	6
DANDYWORLD	USA	85/137,604	N/A	9/24/2010	N/A	9
DANDYWORLD	USA	85/137,605	N/A	9/24/2010	N/A	25
DANDY (and evolution design)	USA	85/137,606	N/A	9/24/2010	N/A	6
DANDY (and evolution design)	USA	85/137,607	N/A	9/24/2010	N/A	9
DANDY (and evolution design)	USA	85/137,608	N/A	9/24/2010	N/A	25
DANDYWORLD	USA	85/160,546	N/A	10/23/2010	N/A	16
DANDYWORLD	USA	85/160,547	N/A	10/25/2010	N/A	41
DANDY (and evolution design)	USA	85/160,548	N/A	10/25/2010	N/A	16
DANDY (and evolution design)	USA	85/160,549	N/A	10/25/2010	N/A	41
DANDY	USA	85/186,993	N/A	11/30/2010	N/A	9
DANDY	USA	85/186,995	N/A	11/30/2010	N/A	16

DANDY	USA	85/189,049	N/A	12/2/2010	N/A	41
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